



DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT (the "Agreement") is made this _____ day of _____, 20_____, by _____ and _____ between _____ ("Depository") and the Office of the HONORABLE MICHAEL W. FRERICHS, TREASURER OF THE STATE OF ILLINOIS ("Treasurer"), and sets forth the terms and conditions for the deposit of STATE OF ILLINOIS funds (the deposit and all interest earned thereon is hereinafter referred to as the "Deposit").

Depository hereby accepts the Deposit in the amount set forth on the Addendum attached hereto and credits the Deposit to designated account number _____ (the "Account") upon receipt.

Treasurer may subsequently transfer additional funds from time to time to Depository and Depository shall accept, record and credit such funds to the Account. All transfers of such funds to Depository shall increase the total amount of the Deposit, which shall be equivalent to the outstanding balance of the Account.

At the time of each Deposit to the Account, Depository and Treasurer shall agree upon a simple rate of interest to be paid on the Deposit. Interest shall be computed on the basis of a 365 day year on the balance of the Account. Interest shall accrue on the Deposit from the date of receipt to, but not including, the date of withdrawal or transfer.

Interest shall be paid monthly to Treasurer, his assigns or successors in office, on or before the first Monday of each calendar month, unless Treasurer advises Depository to the contrary. Said interest shall be transmitted to Treasurer by means of an automated clearing house debit initiated by Treasurer. The final interest payment shall be made in similar manner, on or before the first Monday of the calendar month subsequent to the "Maturity Date," as defined in the Addendum hereto.

The principal amount of the Deposit shall be transmitted by means of automated clearinghouse debit initiated by Treasurer or federal wire transfer initiated by Depository on the Maturity Date.

All funds transferred to Depository shall be promptly accounted for by Depository and shall be evidenced by an "Addendum" to this Agreement. The Addendum shall be the receipt for each Deposit. Additionally, Depository shall provide a written monthly statement detailing activity of the Account.

Depository agrees that Treasurer may, in his discretion, require Depository to pledge and grant to Treasurer a security interest in and assign to Treasurer, "financial assets" (as defined in Section 8-102(a)(9) of the Illinois Uniform Commercial Code, as amended from time to time (the "UCC") with a fair market value equivalent up to an amount of 125% of the value of the Deposit or such amount as may be required by Treasurer. Depository shall pledge, transfer, and deliver financial assets upon the terms and conditions contained in the Pledge Agreement of even date herewith made by and between Treasurer and Depository. In the event Treasurer determines that

such a pledge is required, all such financial assets shall be pledged and secured in accordance with paragraphs 7-13 of this Agreement and the Deposit of State Moneys Act, 15 ILCS 520/11 and 11.1.

Depository agrees that Treasurer's "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC) shall hold the financial assets pledged to Treasurer, all substitutions thereof and all additions thereto, as security for the repayment of the Deposit, together with all interest, costs, expenses, attorney fees and any other liability due or owing from Depository to Treasurer now due or hereafter to become due.

If Treasurer, in his sole discretion, determines that the value of the Collateral is insufficient to secure repayment of the Deposit, then Treasurer may require Depository to pledge additional financial assets of such kind and value as are acceptable to Treasurer. Depository shall upon demand by Treasurer, pledge, transfer and deliver such further financial assets. If Depository fails to pledge additional financial assets or if such additional financial assets shall be unsatisfactory to secure the Deposit, Treasurer, in his sole discretion, may declare the Deposit and interest earned thereon, or any part thereof, to become immediately due and payable, notwithstanding any agreement or contract to the contrary.

In the event that Depository shall not, upon such declaration and demand, pay to Treasurer the Deposit, then Treasurer may at any time and from time to time, upon twenty-four (24) hours notice of sale to Depository, sell or otherwise dispose of any or all of the financial assets in accordance with the terms of the Pledge Agreement.

In the event the proceeds of the sale of the financial assets shall not be sufficient to repay to Treasurer the Deposit, interest earned thereon, expenses, attorney fees, costs and other liabilities, the Depository hereby agrees to pay to Treasurer, within seven (7) business days after notification by Treasurer, any deficiency, with interest from the date of sale or disposal of the financial assets.

Depository agrees unconditionally and irrevocably that any and all financial assets now or at anytime held or hereafter pledged by Depository to Treasurer may, without further notice to Depository, be held by Treasurer's securities intermediary. Treasurer shall exercise reasonable care with respect to the financial assets held by Treasurer's securities intermediary.

Upon complete and satisfactory payment of the Deposit, together with any interest due and payable thereon, Treasurer shall, unless otherwise notified by Depository, within one (1) business day release and return the financial assets to Depository.

Upon the request of either party, Treasurer and Depository shall execute all necessary documentation to electronically transfer funds to or from the Account to another financial institution or to receive funds electronically from another financial institution for deposit to the Account.

Depository hereby acknowledges that Depository shall be liable for all unauthorized transactions affecting the Account to the fullest extent permitted by any applicable federal or state law, rule or regulation.

This Agreement shall be continuing and binding upon the undersigned Depository, its successors and assigns, and shall inure to the benefit of Treasurer and Treasurer's securities intermediaries, and their respective successors and assigns.

Depository agrees that it will comply with all applicable federal and state laws and regulations now or hereinafter in effect and with the Deposit of State Moneys Act, 15 ILCS 520/1 *et seq.*, and with all applicable administrative rules prescribed by Treasurer.

Depository agrees that all covenants, representations and warranties herein made by Depository and any document or agreement executed pursuant to or in connection with this Agreement have been made to induce Treasurer to deposit funds in Depository with the knowledge that Treasurer will rely on these statements.

This Agreement is entered into pursuant to due authorization by the Board of Directors of said Depository.

Depository shall provide Treasurer with an executed certificate of incumbency, in the form set forth in Exhibit A to this Agreement: (i) at the execution of this Agreement, and (ii) at any time the authorized persons designated to take action on behalf of Depository pursuant to this Agreement are changed by Depository.

All notices, demands, consents or other communications hereunder shall be in writing, and shall be deemed effective when delivered personally, or sent by telegraph or telecopy, or three (3) days after being sent by registered or certified mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses or to such other parties as may be specified in writing by the parties hereto:

TREASURER:

Illinois State Treasurer
Attn: Banking Division / Time Deposit
400 West Monroe Street - Suite 305
Springfield, IL 62704

DEPOSITORY:

Attn:

Depository and its affiliates will perform the necessary functions to provide the services covered under this Agreement to the same extent that Depository uses such affiliates to provide services to its customers generally; provided however, that Depository agrees that it shall remain the named depository bank or lender on any acts or omissions of any affiliate under this Agreement to the same extent as the Depository would be responsible for such acts or omissions under the Agreement if the Depository itself had so acted or failed to act. The Depository's use of affiliates shall not relieve Depository of its obligations or responsibilities under the Agreement.

Depository certifies that it is not barred from being awarded a contract under the Anti-Bribery Section, 1400.5010, of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5010).

Depository certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of the Anti-Rigging/Bid-Rotating provisions of the Criminal

Code of 1961 (720 ILCS 5/33E-3, 33E-4).

Depository certifies that it is in compliance with Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that Depository shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless Depository has certified to the State that Depository will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

Depository certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

Depository certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, Depository represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with the ADA.

Depository certifies that it has not been barred from being awarded a contract under the Felony Section, 1400.5015, of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

Depository agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

Under penalty of perjury, Depository certifies that # _____ is its correct Taxpayer Identification Number and that it is doing business as a Corporation.

Either party may terminate this Agreement without cause upon 90 days prior written notice to the other party. Either party may terminate this Agreement immediately for cause upon written notice to the other party. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect as applicable to any accounts or deposits made under the terms of this Agreement that are established prior to the date of termination that bear a maturity date occurring after the date of termination.

Depository shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General and the Treasurer; Depository agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this

Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Depository certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

Depository certifies that this Agreement is in compliance with Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) prohibiting conflict of interest.

IN WITNESS WHEREOF, Treasurer and Depository have executed this Agreement as of the date first above written.

TREASURER:

By: _____
Honorable Michael W. Frerichs,
Treasurer of the State of Illinois

DEPOSITORY:

By: _____
Name: _____
Title: _____

ATTEST:

EXHIBIT A
TO
DEPOSIT AGREEMENT
CERTIFICATE OF INCUMBENCY OF DEPOSITORY INSTITUTION

The undersigned, _____ (Title) of _____ ("Depository"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting (Title) of Depository and is charged with maintaining the records, minutes and the seal of Depository.
2. That pursuant to Depository's bylaws, the following named persons were designated and appointed to the office indicated below and that said persons do continue to hold the offices at this time.

Name	Title	Signature
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____
<input type="text"/>	<input type="text"/>	_____

3. That pursuant to Depository's bylaws, the persons designated to serve in the above entitled capacity were given sufficient authority to act on behalf of and to bind Depository with respect to any and all contracts, and that the execution by said persons of any contract documents constitutes a legally binding and enforceable obligation of Depository except insofar as enforcement may be limited by court or administrative orders.
4. That the undersigned has the power and authority to execute this Certificate of Incumbency and set the seal of Depository this _____ day of _____, 20____.

[SEAL]

Signature

Name: _____

Title: _____